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Doc#: 0602403176 Fee: \$48.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/24/2006 04:33 PM Pg: 1 of 13

Property of Cook County Clerk's Office

Contract LEIN



Luis BARBOSA
954 SAGINAW AVE
Carol Stream, IL 60188

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CHICAGO ASSOCIATION OF REALTORS
REAL ESTATE SALES CONTRACT - RESIDENTIAL
(for single family homes)



1 TO: OWNER OF Rownd SELLER DATE: 9-16-05

2 I/We offer to purchase the property known as
3 6128 S. Mozart Chgo. Ill. 60629
(Address) (City) (State) (Zip)

4 Lot approximately 25 x 125 feet, together with improvements thereon.

5 **FIXTURES AND PERSONAL PROPERTY.** Seller agrees to transfer to Purchaser by a Bill of Sale, all heating, electrical, and plumbing systems together
6 with the following: (check or enumerate applicable items)

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> T.V. Antenna | <input type="checkbox"/> Washer | <input type="checkbox"/> Central air conditioner | <input type="checkbox"/> Electronic garage door(s) |
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Dryer | <input type="checkbox"/> Window air conditioners | <input type="checkbox"/> with remote units(s) |
| <input type="checkbox"/> Oven/Range | <input type="checkbox"/> Sump pump | <input type="checkbox"/> Central humidifier | <input type="checkbox"/> Fireplace screen and equipment |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Water softener (if not rental) | <input type="checkbox"/> Ceiling fan | <input type="checkbox"/> Fireplace gas log |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Wall to wall carpeting, if any | <input type="checkbox"/> Outdoor Shed | <input type="checkbox"/> Existing storms & screens |
| <input type="checkbox"/> Garbage disposal | <input type="checkbox"/> Smoke and carbon monoxide detectors | | <input type="checkbox"/> All planted vegetation |

13 Radiator covers
14 Trash compactor
15 Security system (if not leased)
16 Other items included: _____
17 Other items excluded: _____

18 1. Purchase Price \$ 308,000
19 2. Initial earnest money \$ 4,000 in the form of Bank Check shall be held by

20 ASSOCIATED REALTOR (Escrowee) to be increased to 10% of purchase price within _____ days
21 after acceptance hereof. Said initial earnest money shall be returned and this contract shall be void if not accepted by Seller on or before
22 9-18-05, 2005. If the earnest money is in excess of Five Thousand Dollars (\$5,000.00), the earnest money shall be deposited by
23 Escrowee for the benefit of the parties hereto in an interest bearing escrow account in compliance with the laws of the State of Illinois, with interest payable
24 to Purchaser at closing. Purchaser and Seller shall execute all documents necessary to establish any such escrow account and Purchaser shall assume all
25 account service fees, if any. An original of this contract shall be held by Listing Broker.

26 3. The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows (STRIKE THROUGH INAPPLICABLE
27 SUBPARAGRAPHS):

- (a) Cash, Cashier's check or Certified Check or any combination thereof.
- (b) Assumption of Existing Mortgage (See Rider 7, if applicable).
- (c) Mortgage Contingency. This contract is contingent upon Purchaser securing by 10-3-05 (date) a written

29 commitment for a fixed rate or an adjustable rate mortgage permitted to be made by a U.S. or Illinois savings and loan association or bank for
30 \$ 950,000 LTV, the interest rate (or initial interest rate if an adjustable rate mortgage) not to exceed limit % per annum, amortized
31 over 30 years, payable monthly, loan fee not to exceed limit %, plus appraisal and credit report fee, if any. If said mortgage
32 has a balloon payment, it shall be due no sooner than _____ years. Purchaser shall pay for private mortgage insurance if required by
33 lending institution. If Purchaser does not obtain such commitment, Purchaser shall notify Seller in writing by the aforesaid date. If Seller is not so notified,
34 it shall be conclusively presumed that Purchaser has secured such commitment or will purchase said property without mortgage financing. If Seller is so
35 notified Seller may, within an equal number of additional days, secure a mortgage commitment for Purchaser upon the same terms, and shall have the option
36 of extending the closing date up to the same number of days. Said commitment may be given by Seller or a third party. Purchaser shall furnish all requested
37 credit information, sign customary documents relating to the application and securing of such commitment, and pay one application fee as directed by Seller.
38 If Purchaser notifies Seller as above provided, and neither Purchaser nor Seller secures such commitment as above provided, this Contract shall be null and
39 void and all earnest money shall be returned to Purchaser.

40 If an FHA or VA mortgage is to be obtained, Rider 8, Rider 9, or HUD Rider is hereby attached

41 (d) Purchase Money Note and Trust Deed or Article of Agreement for Deed. See Rider 10.

42 4. At closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable Warranty Deed with release of
43 homestead rights (or other appropriate deed if title is in trust or in an estate), or Articles of Agreement, for such a deed if that portion of subparagraph 3(d) is
44 applicable, subject only to the following, if any: covenants, conditions, and restrictions of record; public and utility easements; existing leases and tenancies;
45 special governmental taxes or assessments for improvements not yet completed; unconfirmed special governmental taxes or assessments; general real estate
46 taxes for the year 2003 and subsequent years; the mortgage or trust deed referred to in paragraph 3 of the provisions of this Contract and/or Rider 7, if
47 applicable. Seller represents that the 2003 general real estate taxes are \$ 2020. General real estate taxes shall be prorated at
48 100 % of the most recent ascertainable tax bill at closing.

49 5. Closing or escrow payout shall be on 10-07- 2005 (except as provided in paragraph 3(c) above), provided title
50 has been shown to be good or is accepted by Purchaser, at the office of Purchaser's mortgagee or at
51 TITLE CO. (TBA)

52 6.(a) Seller agrees to surrender possession of said Premises on or before at closing, provided this sale has been closed. If possession
53 is not delivered at closing, then, at closing, Seller shall pay to Purchaser \$ _____ per day for use and occupancy commencing the first day
54 after closing up to and including the date possession is to be surrendered or on a monthly basis, whichever period is shorter and the provisions of paragraph
55 6(b) shall apply. Purchaser shall refund any payment made for use and occupancy beyond the date possession is surrendered.

56 (b) If possession of the Premises is not delivered at closing, Seller shall deposit with Escrowee designated in paragraph 2 above a sum equal to 2% of the
57 purchase price to guarantee possession on or before the date set forth above, which sum shall be held from the net proceeds of the sale on Escrowee form of
58 receipt. If Seller does not surrender possession as above, Seller shall pay to Purchaser in addition to the above use and occupancy the sum of 10% of said
59 possession escrow per day up to and including day possession is surrendered to Purchaser plus any unpaid use and occupancy to the date possession is
60 surrendered, said amount(s) to be paid out of escrow and the balance, if any, to be turned over to Seller. Acceptance of payments by Purchaser shall not limit
61 Purchaser's other legal remedies. Seller and Purchaser hereby acknowledge that Escrowee will not distribute the possession escrow without the joint written
62 direction of the Seller and Purchaser. If either Seller or Purchaser objects to the disposition of the possession escrow, then the parties hereto agree that the
63 Escrowee may deposit the possession escrow with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. The parties agree
64 that Escrowee may be reimbursed from the possession escrow for all costs, including reasonable attorney's fees, related to the filing of the Interpleader and
65 do hereby agree to indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs
66 and expenses.



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111 PROVISIONS

112 1. Rent, interest on existing mortgage, if any, water taxes and other items shall be prorated to date of closing. If property herein is improved, but last
113 available tax bill is on vacant land, parties hereto agree to prorate taxes when bill on improved property is available. Security deposits, if any, shall be paid to Purchaser
114 at closing.

115 2. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

116 3. At least five days prior to closing date, Seller shall deliver to Purchaser or his agent evidence of merchantable title in the intended grantor by delivering a
117 Commitment For Title Insurance of a title insurance company bearing date on or subsequent to the date of the acceptance of this Contract, in the amount of the
118 purchase price subject to no other exceptions than those previously listed within this Agreement and to general exceptions contained in said commitment. Delay in
119 delivery by Seller of Commitment for Title Insurance due to delay by Purchaser's mortgagee in recording mortgage and bringing down title shall not be a default of this
120 Contract. Every Commitment For Title Insurance furnished by Seller hereunder shall be conclusive evidence of title as therein shown. If evidence of title discloses other
121 exceptions, Seller shall have thirty days from Seller's receipt of evidence of title to cure such exceptions and notify Purchaser accordingly, and as to those exceptions
122 which may be removed at closing by payment of money, Seller may have same removed at closing by using the proceeds of sale in payment thereof.

123 4. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by
124 registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served by personal delivery or
125 commercial delivery service, by mail-o-gram, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with proof of
126 transmission being sent by regular mail on the date of transmission. In addition, facsimile signatures shall be sufficient for purposes of executing, negotiating and
127 finalizing this Contract. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and opened by the recipient provided that
128 a copy of the e-mail notice is also sent by regular mail to the recipient on the date of transmission.

129 5. In the event of default by Purchaser, the earnest money, less the expenses and commission of the listing broker, shall be paid to the Seller. If Seller defaults,
130 the earnest money, at the option of Purchaser, shall be refunded to Purchaser, but such refunding shall not release Seller from the obligation of this Contract. In the event
131 of any default, Escrowee shall give written notice to Seller and Purchaser indicating Escrowee's intended disposition of the earnest money and request the Seller's and
132 Purchaser's written consent to Escrowee's intended disposition of the earnest money within thirty (30) days after the date of mailing of the Notice. However, Seller
133 and Purchaser hereby acknowledge that if Escrowee is a licensed real estate broker, Escrowee may not distribute the earnest money without the joint written direction
134 of the Seller and Purchaser or their authorized agent. If Escrowee is not a licensed real estate broker, Seller and Purchaser hereby agree that if neither party object, in
135 writing, to the proposed disposition of the earnest money within thirty (30) days after the date of mailing of said notice that Escrowee shall proceed to dispose of the
136 earnest money as previously indicated by the Escrowee. If either Seller or Purchaser objects to the intended disposition within the aforementioned thirty (30) day
137 period, or in the event Escrowee is a licensed real estate broker and does not receive the joint written direction of the Seller and Purchaser authorizing the distribution
138 of the earnest money, then the parties hereto agree that the Escrowee may deposit the earnest money with the Clerk of the Circuit Court by the filing of an action in the
139 nature of an Interpleader. The parties agree that Escrowee may be reimbursed from the earnest money for all costs, including reasonable attorney's fees, related to the
140 filing of the Interpleader and do hereby agree to indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable
141 attorney's fees, costs and expenses arising out of such default claims and demands.

142 6. Seller represents that the heating, plumbing, electrical, central cooling, ventilating systems, appliances and fixtures on the Premises are in working order and
143 will be so at the time of closing and that the roof is free of leaks and will be so at the time of closing. Purchaser shall have the right to inspect the Premises during the
144 48-hour period immediately prior to closing to verify that such are in working order and that the property is in substantially the same condition, normal wear and tear
145 excepted, as of the date of this Contract.

146 7. If the Premises is new construction, then Purchaser and Seller agree to comply with all insulation disclosure requirements as provided by the Federal Trade
147 Commission, and Rider 13 is hereby attached.

148 8. Seller warrants that no notice from any city, village, or other governmental authority of a dwelling code violation which currently exists in the aforesaid
149 Premises has been issued and received by Seller or his agent. If a notice is received between date of acceptance of the Contract and the date of closing, Seller shall
150 promptly notify Purchaser of such notice.

151 9. At the request of Seller or Purchaser evidenced by notice in writing to the other party at any time prior to the date of delivery of deed hereunder, this sale
152 shall be closed through an escrow with a title insurance company, in accordance with the general provisions of the usual form of deed, and Money Escrow Agreement
153 then furnished and in use by said company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the
154 creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this
155 contract and the earnest money shall be deposited in the escrow and the Broker shall be made a party to the escrow with regard to commission due. The cost of the
156 escrow shall be divided equally between Purchaser and Seller.

157 10. Prior to closing, Seller shall furnish a survey by a licensed land surveyor dated not more than six (6) months prior to date of closing herof showing the
158 present location of all improvements. If Purchaser or Purchaser's mortgagee desires a more recent or extensive survey, same shall be obtained at Purchaser's expense.

159 11. Seller agrees to furnish to Purchaser an affidavit of title subject only to those items set forth herein, and an ALTA form if required by Purchaser's mortgagee,
160 or the Title Insurance Company for extended coverage.

161 12. Right is reserved by either party to insert correct legal description at any time, without notice, when same is available.

162 13. Seller shall have the right to pay off any existing mortgage(s) out of the proceeds of this sale.

163 14. Purchaser may place a mortgage on this property and apply proceeds of such mortgage to the purchase price. In the event this transaction does not close
164 Purchaser agrees to promptly cause release of same.

165 15. Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement
166 Procedures Act of 1974, as amended.

167 16. Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed declaration signed by the
168 Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller or Seller's agent or meet other requirements as
169 established by any local ordinance with regard to a transfer or transaction tax. Such tax required by local ordinance shall be paid by designated party in said ordinance.

170 17. Seller shall remove from Premises by date of possession all debris and Seller's personal property not conveyed by Bill of Sale to Purchaser.

171 18. Seller agrees to surrender possession of the real estate in the same condition as it is at the date of this contract, ordinary wear and tear excepted. However,
172 to the extent that Seller violates the immediately preceding sentence, Seller shall not be responsible for that portion of the total cost related to this violation that is below
173 \$250.00.

174 19. Time is of the essence of this contract.

175 20. Wherever appropriate, the singular includes the plural and masculine includes the feminine or neuter.

176 21. In the event the property is in a flood plain and flood insurance is required by Purchaser's lender, Purchaser shall pay for same.

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68 7. Purchaser has received the Residential Real Property Disclosure Report. Yes/ No, Heat Disclosure Yes/ No, Lead Paint Disclosure
 69 Yes/ No, and Zoning Certification Yes/ No.
 70 8. DUAL AGENCY CONFIRMATION OF CONSENT: The undersigned confirm that they have previously consented to, and hereby reconfirm such
 71 consent to: _____ (Licensee) acting as a Dual Agent in providing brokerage services on their
 72 behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.
 73 _____

74 Seller(s) initials _____ Purchaser(s) initials _____
 75 9. The Real Estate Brokers named below shall be compensated in accordance with their agreements with their clients and/or any offer of compensation
 76 made by the Listing Broker in a multiple listing service in which the listing and Cooperating Broker both participate.
 77 10. It is agreed by and between the parties hereto that their respective attorneys may make modifications to the Contract other than sales price, broker's
 78 compensation and dates, mutually acceptable to the parties. If within 5 BUS days after acceptance of the Contract it becomes evident
 79 agreement cannot be reached by the parties hereto regarding the proposed modifications of their attorneys and written notice thereof is given to either party
 80 within the period specified herein, then this Contract shall become null and void and all monies paid by the Purchaser shall be refunded upon joint written
 81 direction of both parties to Escrowee. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL
 82 BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.
 83 11. Purchaser's obligation to purchase under the Contract is subject to the inspection (including any inspection for wood boring insects) and approval of the
 84 condition of the property by the Purchaser or Purchaser's agent, at Purchaser's expense, within 5 BUS days from the date of acceptance
 85 of this Contract. Purchaser shall indemnify Seller from and against any loss or damage to the property caused by the acts or omissions of Purchaser or
 86 Purchaser's agent performing such inspection. In the event the condition of the property is not approved, written notice shall be given to the Seller or Seller's
 87 agent by the Purchaser within the time specified for approval, and thereupon, Seller's obligation to sell and Purchaser's obligation to purchase under this
 88 contract shall become null and void and all monies paid by the Purchaser shall be refunded upon joint written direction of both parties to Escrowee. IN THE
 89 ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES
 90 HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.
 91 12. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON PAGES THREE AND FOUR HEREOF AND THE FOLLOWING
 92 RIDERS ATTACHED HERETO AND MADE A PART HEREOF.

93 PURCHASER Andres Barbosa ADDRESS 954 SAGINAW ST.
 94 ANDRES BARBOSA Coal Station, IL 60188
 Print Name (Social Security #) (City) (State) (Zip Code) (E-Mail)

95 PURCHASER Lucia Barbosa ADDRESS Same as above
 96 LUCIA BARBOSA
 97 Print Name (Social Security #) (City) (State) (Zip Code) (E-Mail)

98 ACCEPTANCE OF CONTRACT BY SELLER
 99 This 19 day of 9, 2005 I/We accept this contract and agree to perform and convey title or cause title to be conveyed
 100 according to the terms of this contract.

101 SELLER Veronica Velazquez ADDRESS 2022 N MILWAUKEE AV
 102 Veronica Velazquez Chicago IL 606
 Print Name (Social Security #) (City) (State) (Zip Code) (E-Mail)

103 SELLER _____ ADDRESS _____
 104 Print Name (Social Security #) (City) (State) (Zip Code) (E-Mail)

105 FOR INFORMATIONAL PURPOSES:
 106 Listing Office ASSOCIATED Brokers Address 3451 W MONROE Chicago IL 60618
 107 Seller's Designated Agent Name Zaida Roman Phone 773-6047100 E-Mail _____
 108 Cooperating Office Coal LAGUNAS Address 3440 W 26th ST. Chgo.
 109 Buyer's Designated Agent Name Lucia Barbosa Phone 773-719-2467 E-Mail _____
 108 Mortgagee Capital Banc Mortgage
 109 Seller's Attorney WARREN E. BRUBAKER TEL-312-733-5770
 FAX-312-733-1197
 110 Purchaser's Attorney John Nalgado OFF. 773-227-6417
 FAX. 773-227-6419
 Cell. 773-227-6419

111. Buyers are both licensed Realtors in Illinois
 x AB x AB x VE x _____

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ADDENDUM

RIDER 5

SELLER ASSISTING BUYERS WITH CLOSING COST

This addendum is to be considered a rider to the real estate contract dated Sept. 16, 2005 between the legal Owner of Record of 6133 S. Mozart in CHICAGO, IL. and the buyer(s), ANDRES BARBOSA, LUIS BARBOSA.

It is mutually agreed by both parties, Buyer(s) and Seller(s), that the seller(s) shall assist Buyer(s) with the sum of \$ 7,000 - (SEVEN THOUSAND DOLLARS) for closing costs, discount points and or prepaids.

The total sum must be paid upon closing of the transaction of the contract mention above.

X Andres Barbosa
Buyer

Date 9-16-05

X Luis Barbosa
Buyer

Date 9-16-05

X Terencia Delacruz
Seller

Date 9-16-05

X _____
Seller

Date _____

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APR 30 '05 18:43 FROM:helpinghandrealty

7722840053

T-028 P.01

F-028



Illinois Association of REALTORS® RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT



NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES' RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 6128 S. MERRILL STREET
City, State & Zip Code: CHICAGO, IL 60629
Seller's Name: WYATT C. VIEBACH

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of 9-16-05 and does not reflect any changes made or occurring after that date or any condition that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this report, the term "material defect" means a condition of the residential real property that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of the occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes", "correct", "no", "incorrect" or "not applicable" to the property being sold. If the seller indicated that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation in the additional information area of this form.

- | YES | NO | N/A | |
|-------------------------------------|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. Seller has occupied the property within the last 12 months. (No explanation is needed.) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. I am aware of flooding or rising water above problems in the crawlspace or basement. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3. I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4. I am aware of material defects in the basement or foundation (including cracks and bulges). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5. I am aware of leaks or material defects in the roof, eaves or chimney. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6. I am aware of material defects in the walls or floors. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7. I am aware of material defects in the electrical system. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8. I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 9. I am aware of material defects in the well or well equipment. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 10. I am aware of unsafe conditions in the drinking water. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 11. I am aware of material defects in the heating, air conditioning, or ventilation systems. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 12. I am aware of material defects in the fireplace or woodburning stove. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 13. I am aware of material defects in the septic, sanitary sewer, or other disposal system. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 14. I am aware of unsafe concentrations of radon on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 15. I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 16. I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead solder, lead plumbing pipes or lead in the soil on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 17. I am aware of signs of subsidence, underground pipe, settlement, sliding, upheaval, or other earth stability defects on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 18. I am aware of current infestations of termites or other wood boring insects. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 19. I am aware of a structural defect caused by previous infestations of termites or other wood boring insects. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 20. I am aware of underground fuel storage tanks on the property. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 21. I am aware of boundary or lot line disputes. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 22. I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected. |

Helping Hand Realty LLC 4143 W. Armitage Ave Chicago, IL 60639
Phone: (773) 394-3338 Fax: (846) 813-2443 Juan Figueroa

6128 S. Merrill

Printed with ZipForm™ by RE FormNet, LLC 1800E Phoenix Ave Farmington, Michigan 48324 (800) 568-8808 www.ZipForm.com

* Buyer Amber Barlowe Date 9-16-05
* Buyer Luis Barlowe Date 9-16-05

UN5box-01

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APR 30 '05 10:44 FROM: [illegible]

770440001

T-999 P.08/08 I-630



MOLD DISCLOSURE (Buyer and Seller)



Printed Name(s) of Seller(s): Veronica Velazquez

Printed Name(s) of Buyer(s): _____

Property Address: 6128 S. Mount Street Chicago, IL 60629

1. **Seller's Disclosure:** To the best of Seller's actual knowledge, Seller represents:
- A. The Property described above _____ has _____ has not been previously tested for mold.
(If the answer for 1.A. is "has not", then skip 1.B and 1.C and go to Section 2.)
 - B. The mold(s) found _____ were _____ were not identified as toxic mold(s);
With regard to any mold(s) that were found, measures _____ were _____ were not taken to remove those mold(s).

2. **Mold:** Molds, fungus, mildew, and similar organisms ("Mold Conditions") may exist in the Property of which the Seller is unaware and has not actual knowledge. The Mold Conditions generally occur in places where there is excessive moisture, such as where leakages may have occurred in pipes, walls, plant pots, or where there has been flooding. A professional home inspection may not disclose Mold Conditions. As a result, Buyer may wish to obtain an inspection specifically for Mold Conditions to more fully determine the condition of the Property and the environment. Neither Seller's nor Buyer's agents are experts in the field of Mold Conditions and related conditions and Buyer and Seller shall not rely on Broker or its agents for information relating to such conditions. Buyer is strongly encouraged to satisfy itself as to the condition of the property.

3. **Held Harmless:** Buyer's decision to purchase the Property is independent of representation of the Broker or Broker's agents involved in the transaction regarding Mold Conditions. Accordingly, Buyer agrees to indemnify and hold ASSOCIATED BROKERS Verónica Velázquez (print name of Broker and Designated Agent(s)) harmless in the event any Mold Conditions are present on the Property.

4. **Receipt of Copy:** Seller and Buyer have read and acknowledge receipt of a copy of this Mold Disclosure.

Professional Advice: Seller and Buyer acknowledge that they have been advised to consult with a professional of their choice regarding any questions or concerns relating to Mold Conditions or this Mold Disclosure.

Buyer: Amalia Rodriguez 9-16-05 Date Seller: Veronica Velazquez 9-16-05 Date

Buyer: Amalia Rodriguez 9-16-05 Date Seller: Veronica E. Velazquez Date

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ASSOCIATION OF REALTORS®

DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (Initial) (All Sellers should initial)

DU (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

VU (b) Records and Reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgement (Initial) (All Purchasers should initial)

CB (c) Purchaser has received copies of all information listed above.

CB (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.

CB (e) Purchaser has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgement (Initial) (Seller's Designated Agent)

(S) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller: Monica Velazquez Date 9/1/05 Seller: _____ Date _____

Purchaser: Andrea Barboza Date 9/1/05 Purchaser: Julia Barboza Date 9/1/05

Agent: Fernando Ruiz Date 9/1/05 Agent: Julia Barboza Date 9/1/05

Location: 6130 S MOZART City CHICAGO State IL Zip Code 60629

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LUIS BARBOSA 05-04
ANDRES L. BARBOSA
 954 SAGINAW CT.
 CAROL STREAM, IL 60188

2-1450
 710

111

DATE 9-19-05

PAY TO THE ORDER OF ASSOCIATED BROKERS Realty \$ 1,000-
ONE THOUSAND dollars 00
100 DOLLARS

BANK ONE
 Bank One, NA
 Chicago, Illinois 60670
 www.bankone.com

MEMO PAY TO 1212 S. Mozart Luis Barbosa

⑆071000013⑆ ⑆58256461⑆0111

Luis Barbosa

Cook County Clerk's Office

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ADDENDUM

RIDER 7

SELLER ASSISTANCE TO BUYER FOR REPAIRS

This addendum is to be considered a rider to the real estate contract dated 9-16-05 between the legal Owner of Record of 6128 So. Mozart, in Chicago and the Buyers, ANDRES BARBOSA, LUIS BARBOSA

X AB
X LB
Eight
THOUSAND

It is mutually agreed by both parties, Buyers and Sellers, that the Sellers shall assist Buyers with ~~the~~ sum of \$ 15,000 ⁸⁰⁰⁰ ~~(FIFTEEN THOUSAND)~~ } for repairs. The repairs are for Build a new garage and finish Rear BSMNT Bath AND BEDROOM.

X AB
X LB

The total sum for repairs must be paid at closing of the transaction of the contract mentioned above.

X Andres Barbosa Date 9-16-05
Buyer

X [Signature] Date 9-16-05
Buyer

X Veronica Delacruz Date 9-19-05
Sellers

X _____ Date _____
Sellers

Clerk's Office

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17-SEP-2005 12:33:46

#2

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|L-$ 299,000 ACTV WF N OMD: CLD: MU |
+-----+-----+-----+-----+-----+-----+
|S-$ SAG SO PNT FIN MT 13 |
+-----+-----+-----+-----+-----+-----+
|MAP COORDS - N: 0 W: 2850 E: 0 S: 6128 |
+-----+-----+-----+-----+-----+-----+
|6128 S MOZART 8066 05225295 |
|CHICAGO 60629 B: B78:Y SUB: |
|DIR:59TH WEST TO MOZART SOUTH TO PROPERTY |
|CRP:CHICAGO C:COOK T:CHICAGO MOD: |
+-----+-----+-----+-----+-----+-----+
|DIM:30X125 TX:2019.69 03 TXC: SAS:N MP: |
|PIN:19133220290000 EXT: BR BAS: FULL |
|TTL RMS: 12 TTL BR: 6 TTL BTH: 2.0 PKN:S CARS: 2 AZN: R2 |
| FL RM BR BTH RENT SEC LEASE TN PAY APPLIANCES |
|UN1 1 6 3 1 N N N ALL NONE |
|UN2 2 6 3 1 N N N ALL NONE |
|UN3 B 4 2 1 N N N ELECTR* NONE |
|UN4 N N N N N N N NONE NONE |
| ANNUAL EXPENSES |
|HTE: MGF: WSE: MSE: G: 299 |
|GSE: INE: RME: GRE: J: 299 |
|ELE: SCE: JNE: H: 299 |
+-----+-----+-----+-----+-----+-----+
|BRICK TWO FLAT WITH SEPERATE DINNING ROOM AND LIVING ROOM, 3 |
|BEDROOMS AND 1 BATH ON 1ST AND 2ND FLOOR. FINISHED BASEMENT |
|WITH ADDITIONAL 2 BEDROOMS AND 1 BATH AND HAS 2 ENTRY (NOR |
|SELLER AND AGENT REPRESENT LEGALITY OF BASEMENT). HARDWOOD |
|FLOORS AND FRESH PAINTED. |
+-----+-----+-----+-----+-----+-----+
|CC:2%-$100 SCI:N |
|SHO:CALL L.A 24HR NOTICE PLEASE 773-615-1698 |
|OWNER:OOR AON:N PH: |
|BROKER:ASSOCIATED BROKERS * ID#:15822 PH:773-604-7100 |
|AGENT:ZENAIDO ROMAN ID#:144432 PH:773-604-7100 |
|AGENT E-MAIL: ab-realty@sbcglobal.net |
|COLIST: AAN: |
+-----+-----+-----+-----+-----+-----+

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INFO NOT GUAR., CHECK FLOOD INS., RM.SZ.ROUNDED TO NEAREST FT.

19	13	322	029	72014	2015	567			
AREA	SUB-AREA	BLOCK	PARCEL	CODE	WAR-RANT	ITEM	SEC-1 SUFFIX	SEC-2 SUFFIX	SEC-3 SUFFIX

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OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS
 PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION

389 VOLUME [REDACTED]
 [REDACTED]

AREA SUB-AREA BLOCK PARCEL TAX CODE 72014
 19-13-322-29 [REDACTED]
 SEC. 13 TO [REDACTED] LOT [REDACTED] SUB-LOT [REDACTED] LOT [REDACTED] BLOCK [REDACTED]
 COBE & MC KINNON'S 63RD ST
 & SACRAMENTO AV SUB E 1/2 SW 1/4
 10 10

AREA	SUB-AREA	BLOCK	PARCEL	CODE	WAR-RANT	ITEM	SEC-1 SUFFIX	SEC-2 SUFFIX	SEC-3 SUFFIX	SEC-4 SUFFIX
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